

For IREA Use Only		
Township: 6	Range: 66	Section: 10
W/O #: EL.D3122		
Legal:		
Replat of L1, B3, Parker Auto Plaza F1		
Engineer: JBR		

**INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION**  
**5496 North U.S. Highway 85, P.O. Drawer A**  
**Sedalia, Colorado 80135**  
**303-688-3100**

**BLANKET UTILITY EASEMENT**  
**(Large Parcels & Planned Developments)**

KNOW ALL MEN BY THESE PRESENTS, that  
EVT Parker Colorado LLC

(“Grantor”), for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, a Colorado non-profit corporation and electric cooperative association (“the Association”) and to its successors or assigns, a perpetual non-exclusive easement 10 feet in width (“the Easement”) for the construction and continued operation, maintenance, inspection, repair, alteration, and replacement of electric transmission, electric distribution, and communication facilities attached to poles or other supports, together with guy-wires, overhead and underground cables, wires, conduits, transformers, manholes, splicing boxes, testing terminals, devices, attachments, and other incidental equipment (collectively “the Facilities”) located upon, over, under, and across the following real property belonging to Grantor situated in the County of Douglas, State of Colorado, and more particularly described as follows:

An easement over, under, through, and across said development known as Parker and Pine F1 for the construction, operation, maintenance, repair, and replacement of electric service lines, distribution systems, and appurtenances thereto as may be necessary to provide such service within this development or property contiguous thereto, excepting, however, building envelopes.

Within thirty (30) days after the completion of construction of said utility lines, **Grantor(s) shall have the following options:**

1. At Grantor’s sole cost and expense to cause a survey to be made of the utility lines as constructed, Grantor and the Association shall agree on a legal description for the easement based on the survey. Grantor(s) shall execute and deliver to Association the above replacement easement using the Association approved easement form; or
2. If Grantor(s) fails to complete the survey, the Association shall record this general easement.

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement and all rights and privileges of the Easement, including for the installation and maintenance of the Facilities; the right to cut, trim, and remove trees, brush, overhanging branches, shrubbery, and other obstructions within or outside of the Easement that may interfere with or threaten to endanger the operation, maintenance, and repair of the Facilities; to place location markers upon or beyond the Easement to identify any underground Facilities; to license, permit, or otherwise agree to the joint use or occupancy of the Facilities, whether overhead or underground, by any other person, association, or corporation for electrification or communication purposes; to open and close any fences crossing the Easement or, when agreed to by Grantor, to install gates and stiles in such fences; and to use that portion of Grantor’s adjoining property to survey, construct, maintain, repair, remove, or replace the Facilities as may be required to permit the operation of standard construction and repair machinery. The Association shall install and maintain the Facilities with the industry standard of care and restore the surface of the Easement substantially to its original level and condition.

The undersigned agrees that all Facilities installed upon, over, under, and across the Easement by the Association shall remain the property of and may be removed at the option of the Association.

Grantor(s) for themselves, their heirs, executors, administrators, successors, and assigns, while reserving the right to use the Easement for all purposes not inconsistent with the rights herein granted to the Association, hereby covenants that no structures shall be erected upon, over, under, or across the Easement, no combustible material or infrastructure shall be permitted upon, over, under, or across the Easement, and that the Easement shall not otherwise be used in any manner that interferes with the maintenance, repair, and replacement of the Facilities or damages the Facilities in any way.

The undersigned Grantor(s) warrant that they are the owner of the Easement property and that the property is free and clear of encumbrances and liens of whatsoever character except the following:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 18 day of January, 2021.

In the presence of: Paulette Anna Malovich  
Craig F Eisenberg

Grantor

Signature

ITS

STATE OF ~~COLORADO~~ Arizona

) ss.

County of Maricopa )

The foregoing instrument was acknowledged before me this 18 day of January, 2021.  
by Craig F Eisenberg

Witness my hand and official seal.

My Commission expires: 8-25-2024

Paulette Anna Malovich  
Notary Public

